

CITY OF UPLAND

Contract Instructor's Course Proposal & Handbook



City of Upland
Recreation and Community Services Division
1370 N. Benson Avenue
Upland, CA 91786
(909) 931-4280

About Us...

Thank you for your interest in becoming an independent Contract Instructor with the City of Upland Recreation and Community Services Division. We are excited about the possibility of working together to reach our common goals to serve our community.

The Upland Recreation and Community Services Division is committed to creating community through people, parks, and programs. Our purpose is to provide recreational programs and community services which will enrich the quality of life for Upland residents by promoting health, wellness, and human development. It is the goal of the Division to provide leisure opportunities to contribute to Upland's quality of life.

HOW IT WORKS

The Upland Recreation and Community Services Division utilizes independent Contract Instructors to provide recreation services to our community. Programs may be designed for preschoolers, school age children, teens, adults, seniors, and families.

The process begins with the independent Contract Instructor "proposing" a course or activity. There is a form enclosed in this handbook that you are encourage to utilize. The proposal is then submitted to the Upland Recreation and Community Services Division.

A Recreation Staff member will then review the proposal, assess the "content" of the course/activity to determine its potential in meeting the Division's vision and goals, and then contact you for a more detailed discussion.

The Recreation Staff member will work with you to determine the specific design of a course/activity in regards to facility suitability, facility availability, fee structure, course time frames, participant minimums/maximums, age ranges, course descriptions, etc.

Once the Upland Recreation and Community Services Division and the independent Contract Instructor verbally enter into an agreement, a written contract is produced which states specifically the courses or services to which you are agreeing.

Fingerprints: The potential Contract Instructor must agree to submit fingerprints through the City of Upland Police Department and the Department of Justice. Instruction is not permitted to take place until approval has been received by the Department of Justice. All sub-contracts assisting the Contract Instructor must also submit to fingerprints and will not be permitted to instruct until approval has been received by the Department of Justice.

ABOUT THE CONTRACT

- All Contract Instructors must obtain a City of Upland Business License.
- All Contract Instructors and any staff must be fingerprinted.
- The City of Upland insurance does not cover instructors.
- The City of Upland does not withhold state or federal income tax, but does report the contractor's income via form 1099.

CONTRACT SESSIONS

Winter:	December, January, and February
Spring:	March, April, and May
Summer:	June, July, and August
Fall:	September, October, and November

To place your activities in the *Upland Today Quarterly Magazine*, time must be allotted to create, edit, print, and mail the guide. Therefore, agreements must be completed by the following time frames:

Winter:	The middle of our fall quarter.
Spring:	The middle of our winter quarter.
Summer:	The middle of our spring quarter.
Fall:	The middle of our summer quarter.

COURSE DELIVERY POLICIES

Registration:

All registration is handled through the Upland Recreation and Community Services Division Office and online through the Active Registration Software program. Please do not accept registration in class. Remind all students that they must be registered by the second class meeting.

Course Rosters:

Rosters are retrieved by the Contract Instructor via the Active Registration Software program. To retrieve rosters, please visit <https://apm.activecommunities.com/Upland/>. Unless your class is full, there are usually more registrations that come through the first week or so. Thus, it is required to view updated rosters for the second and third week of class. Instructors should check the participant attendance against the roster to confirm that everyone attending is registered.

Promotion:

The Upland Recreation and Community Services Division will list all classes in the *Upland Today Quarterly Magazine*, which is mailed to every residence. Course information and registration will also be available at the City of Upland website located at www.ci.upland.ca.us and through the Active Registration Software program at <https://apm.activecommunities.com/upland/>. Any additional flyers or publicity created by the Contract Instructor to be distributed must be cleared with the Upland Recreation and Community Services Division prior to release. Should there be additional information to offer on the Active Registration Software program to better advertise your class, please submit to sguzman@ci.upland.ca.us.

Course Cancellation or Schedule Changes:

Any changes in scheduling must be reported immediately and/or approved by the Upland Recreation and Community Services Division. Examples are: a) if you are ill and need to cancel a class or b) if you decide to cancel a class due to low enrollment. Please email sguzman@ci.upland.ca.us. Should a response email not be received within 24-hours, please contact the Upland Recreation and Community Services Division Office at (909) 931-4280. It is the instructor's responsibility to contact all students to make them aware of any and all changes. Please do not contact students until the Upland Recreation and Community Services Division Office is aware of changes.

Contract Instructor Payment:

Payroll schedules are mailed at the start of each quarter. Dates listed under “Checks to be Mailed” are approximate. If your check has not arrived within five (5) business days, please contact our office. Every effort is made by our staff to get your payments to you by the scheduled dates. *Please note:* Contract Instructors will only be paid for those students who appear on the roster at the time of the “Payment Request” listed on your payroll schedule. Remind all students that they must be registered by the second class meeting. Back payments for late registration are not an option.

The Upland Recreation and Community Services Division hold Contract Instructors responsible for the following policies and procedures:

SAFETY & EMERGENCY PROCEDURES

1. Familiarize yourself with the facility or grounds.
 - A. Know where all exits and entrances are located inside the facility.
 - B. Know where the closest phone is located inside the facility.
 - C. Know where fire extinguishers are located and how to use them.
 - D. Also, know where first aid kits are located. Let Upland Recreation and Community Services Division Staff know if supplies are running low.
2. If the emergency requires medical assistance, call 911.
 - A. The emergency dispatch will determine the need for ambulance care.
 - B. Do not call an ambulance! If you made the arrangements, you may be held responsible.
 - C. Never transport an injured person!
 - D. Do not suggest that someone go visit the doctor. The City of Upland does not cover Participant’s medical costs. Again, leave that up to the discretion of the Emergency Personnel.
3. After an injury has occurred, we ask that you fill out an Accident Report form. Contact the Upland Recreation and Community Services Division Office for a form.
 - A. Be sure to have the names and address of the witnesses, as these can be very important.
 - B. Form must be filed with the Upland Recreation and Community Services Division Office immediately. Accidents occurring after office hours should be reported at 8:00 a.m. the following workday.
 - C. Serious accidents occurring during non-business hours (Business Hours: Monday through Thursday, 8:00 a.m. to 6:00 p.m.), should be reported to the Recreation Services Manager at (909) 931-4287.

For those supervising youth programs:

1. You can be held responsible if a child is left unattended.
2. You should request that parents dropping off and picking up children to please come into the facility.
3. If a child walks or rides a bike, the parents should inform you in writing, as of the first meeting.
4. Ask parents to please be considerate of your time schedule and to be prompt when picking up participants.
5. Never transport participants to or from a program or class.



Contract Instructor's PROPOSAL FORM

DATE SUBMITTED: _____

INSTRUCTOR'S CONTACT INFORMATION

Instructor Name: _____

Address: _____ City: _____ Zip: _____

Phone No.: _____ Email Address: _____

Social Security No: _____ Driver's License No.: _____ Exp. Date: _____

CLASS/SERVICE PROPOSAL

Class/Service Title: _____

Class/Service Description: _____

Day(s) of the week classes/services can be conducted: M Tu W Th F Sa Su

Time(s) of the day class/services can be conducted: _____

Number of weeks/days class/service is to be conducted: _____

Proposed start date for class/service to be conducted: _____

Proposed age group: _____ Number of students: Min: _____ Max: _____

Proposed class/service fee: _____ Proposed supply fee: _____

Facility Requirements: # of tables: _____ # of chairs: _____

Comments: _____

Please complete Contract Instructor's Proposal Form and return to:

City of Upland, Recreation and Community Services Division, 1370 N. Benson Avenue, Upland.

All materials submitted with this proposal become the property of the City of Upland and will not be returned.

Any materials submitted will be used for evaluation purposes only and will not be duplicated.

EDUCATION

Name/Location of School(s)	Dates Attended	Major	Units	Degree

TRAINING/LICENSES/QUALIFICATIONS

Professional training, license(s), certification applicable to program or service:

EXPERIENCE

Experience related to program or service:

Employer Name Phone Dates Job Title

Description of Service: _____

Employer Name Phone Dates Job Title

Description of Service: _____

REFERENCES

Please list three (3) references:

Name Phone Relationship

Name Phone Relationship

Name Phone Relationship

Under penalty of perjury, I certify that I have never been convicted of any criminal acts, violence, or child abuse/molestation.

Have you ever been convicted of a felony? _____ If yes, please explain: _____

Do you have a business license? _____ License Number: _____ Expiration date: _____

I have read and understand the Division's procedures:

Name (Print Your Name) Signature Date

CLASS OUTLINE

Please briefly describe what will be offered each class session (i.e. demonstration, lecture, video, handouts, etc.) and other pertinent details. Please include a copy of all class handouts.

Program Focus

- Fostering Human Development: (Dance, Arts, Pre-school, Drama, Cultural, Continued Learning, Skill Building, Nature Appreciation)
- Connecting People to Others: (Social, Neighbors Helping Neighbors, Friendships)
- Strengthening Families: (Participating Together, Appreciation, Parenting Skills)
- Increasing Safety: (Safe Habits, Prevention, Life Saving Skills, Crime Reduction)
- Improving Health & Wellness: (Fitness, Healthy Habits, Aerobic, Strengthening, Endurance, Stretching)

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CITY OF UPLAND RECREATION AND COMMUNITY SERVICES DIVISION CONTRACT SERVICE AGREEMENT

THIS AGREEMENT is made and entered into in duplicate by and between the CITY OF UPLAND, acting by and through its Recreation and Community Services Division, hereinafter referred to as "Recreation" and hereinafter referred to as "Contractor", as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR.** Contractor shall perform instruction and/or services during the days and times, at the location, with the minimum and maximum registration limits and maximum ratio of students to instructor as mutually agreed upon between Recreation and Contractor and specified in quarterly contract.
2. **COMPENSATION.** Contractor shall submit to the City in detail a broad outline of the subjects to be covered and/or the activities to be accomplished and a detailed scheduling of the exact times that he or she proposes to instruct these recreational classes and/or activities.
3. **COMPENSATION, METHOD AND PAYMENT THEREOF SHALL BE AS FOLLOWS.** xx% of instructor fee or hourly rate as specified in quarterly contract. A payment schedule will be provided for the contractor at the beginning of each session indicating when checks will be mailed.
4. **TERM.** The term of this agreement shall commence on xx, and shall terminate pursuant to number 16 herein, or as per date indicated on quarterly contract.
5. **COLLECTION OF REGISTRATION FEES.** Fees shall be collected by the Recreation and Community Services Division through pre-registration, in office, by mail, or through the Active registration software program.
6. **METHOD OF PAYMENT.** The compensation provided in Number 3 shall be paid by check to the instructor.
7. **PERSONAL EQUIPMENT.** Contractor shall acquire, provide, maintain, and repair at its sole costs and expense such equipment, materials, supplies, etc. as Contractor needs for its personal use for the proper conduct of the aforesaid instruction and/or services.
8. **SUPPLIES.** Any supplies required of the participant shall be purchased by the participant or contractor. Contractor may charge and collect, from each participant, any necessary advertised supply fee.
9. **SUB-CONTRACTOR.** Contractor shall submit to Recreation, a completed Sub-Contractor Application for all individuals assisting contractor in providing services specified on the Instructor Contract.
10. **FINGERPRINTING.** Contractor agrees to submit to fingerprinting provided by the City's Human Resources Division. Contractor further agrees that any volunteer or sub-contractor assisting contractor in providing a youth program shall also be required to be fingerprinted.
11. **COMPLIANCE.** Contractor shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the City of Upland.
12. **PURPOSE.** The instruction and/or services Contractor performs pursuant to this agreement are intended to have the result of increasing the ability and enjoyment of the participants in the activities and/or services Contractor conducts or provides. The means and manner by which Contractor accomplishes this result and conducts the activity or provides the services shall be determined by Contractor.
13. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. Contractor is not an employee of City and is not entitled to any of the rights, benefits or privileges of City employees included but not limited to medical or workers' compensation insurance.
14. **PUBLICITY.** Contractor shall not advertise or publish any promotional material in connection with the instruction or service to be rendered under this agreement without the prior written approval of Recreation.
15. **HOLD HARMLESS.** Contractor shall keep and save free and harmless the City of Upland, its Boards, officers, agents and employees, from and against any and all claims, demands, liabilities, actions or causes of action of any name or nature which may be asserted, prosecuted or established against them, or any of them, for damages of any name or nature arising out of or in any manner connected with the conduct of the aforesaid instruction and/or services by Contractor.
16. **TERMINATION.** (a) This agreement shall terminate on six (6) days written notice by the Contractor or by the City and in the event of such termination by either party, the Contractor shall be paid for the number of sessions which he or she has instructed to and including the termination date prorated on the basis of the total fee.
17. Notwithstanding anything in this contract, in the event that there is not sufficient minimum enrollment for the second class meeting, as may be established from time to time by the Contractor or Recreation, then the class shall be canceled and the funds returned in total to the participants and neither the instructor nor the City shall receive any compensation whatsoever from each other or the participants.

Contractor (Please Print)

Contractor (Signature)

Class Title

By: _____
Upland Recreation and Community Services Division Staff Member

Date

FOR OFFICIAL USE ONLY

Proposal Submission Date: _____ Staff Member Signature: _____

Approved: _____ Start Date: _____

Disapproved: _____ Reason For Disapproval: _____

Additional Information Requested: _____

Comments: _____

Proposal Resubmission Date: _____ Staff Member Signature: _____

Approved: _____ Start Date: _____

Disapproved: _____ Reason For Disapproval: _____

Additional Information Requested: _____

Comments: _____

